



Order Filed on July 9, 2022  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

DENISE CARLON, ESQUIRE

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Attorneys for Secured Creditor

NewRez LLC d/b/a Shellpoint Mortgage Servicing

In Re:

Stephen A. Hester,

Debtors.

Case No.: 22-13165 MBK

Adv. No.:

Hearing Date: 7/5/2022 @ 10:00 a.m.

Judge: Michael B. Kaplan

**ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO DEBTORS'  
CHAPTER 13 PLAN**

The relief set forth on the following pages, numbered two (2) through two (2) is hereby  
**ORDERED**

**DATED: July 9, 2022**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

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Debtor: Stephen A. Hester

Case No.: 22-13165 MBK

Caption: **ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO DEBTORS' CHAPTER 13 PLAN**

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, holder of a mortgage on real property located at 9 Timothy Lane, Burlington, NJ, 08016, Denise Carlon appearing, by way of objection to the confirmation of Debtors' Chapter 13 Plan, and this Court having considered the representations of attorneys for Secured Creditor and Mark S. Cherry, Esquire, attorney for Debtor, Stephen A. Hester and for good cause having been shown;

It **ORDERED, ADJUDGED and DECREED** that Debtor shall obtain a loan modification by the December 1, 2022, or as may be extended by modified plan; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Debtor is to make regular post-petition payments in accordance with the terms of the note and mortgage and applicable payment change notices while the loan modification is pending; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that in the event loss mitigation is unsuccessful, Debtors are responsible for the difference between the loss mitigation payment and the regular payment for the months this loan was in the loss mitigation program and Secured Creditor does not waive its rights to collect same; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the Trustee shall not make disbursements on Secured Creditor's claim while the loan modification is pending; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the Secured Creditor does not waive its rights to the pre-petition arrears or any post-petition arrears that may accrue; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that if the loan modification is not successful, Debtor shall modify the plan to otherwise address Secured Creditor's claim; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Secured Creditor's objection to confirmation is hereby resolved.